

CITY OF CHULA VISTA
PURCHASE ORDER TERMS AND CONDITIONS

1. Upon acceptance of the bid, the City will purchase materials and/or services as described herein for prices set forth on the order, and in accordance with all specifications.
2. Vendor shall not assign nor delegate duties or responsibilities under this agreement, in whole or in part, without prior written approval of the City.
3. Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes, as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.
4. Chula Vista Municipal Code Section 5.02.020 requires all vendors doing business with the City to obtain a Business License. Section 5.02.20 states: *It is unlawful for any person, or for any person as agent, clerk or employee, either for himself or for any other person, within the corporate limits of the City, to transact, engage in, or carry on any business, show, exhibition or game hereinafter specified without first having procured a license.*
5. The terms and conditions contained herein constitute the entire agreement between both parties and supersede all previous communications, whether oral or written. The terms and conditions of this agreement shall prevail over any conflicting, additional, or other terms and conditions appearing on any writing or acknowledgment by the vendor. No change to this agreement shall be valid unless made in writing and signed by both parties.
6. The detailed requirements of the specifications shall supersede any general reference made within this agreement. Specific brand names, manufacturers, and model numbers referenced shall be provided unless prior explicit approval has been obtained from the City.
7. In the event that any one or more of the provisions of this agreement shall be found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in effect and enforceable.
8. Prompt payment discounts offered of less than fifteen (15) calendar days will not be considered in evaluating bids for award. However, offered discounts of less than fifteen (15) days may be taken if payment is made within the discount period. In the absence of discount terms, invoices shall be net thirty (30) days from the date of material/service acceptance or invoice receipt, whichever is later.
9. Unless otherwise specified, acceptance will be at destination and will be made by an authorized employee or representative of the City. Until delivery and acceptance, risk of loss is the vendor's responsibility.
10. Should work be required on City premises, vendor shall provide proof of liability and property damage insurance prior to performance of duties. Coverage shall be from a company authorized to transact business in the State of California and shall be in an amount not less than \$1,000,000 combined single limit (CSL). The City of Chula Vista shall be named as an additional insured and thirty (30) days notice of cancellation shall be indicated. Worker's compensation coverage for each employee engaged in work on City premises is required. Vendor is solely responsible for all insurance premium payments.
11. Vendor shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers, employees, and agents, from and against all claims for damages, liability, and expenses (including attorney's fees) arising out of this agreement and/or vendor's performance hereunder, except as to damages, liability, and expenses due to the sole negligence or willful acts of the City, its officers, employees, or agents.
12. Any information deemed confidential or proprietary by the vendor shall be clearly identified. Such information will be protected and treated with confidentiality only to the extent permitted by law. Otherwise, information provided shall be considered public record.
13. In the event of a dispute, both parties agree to discuss the issue, ascertain the facts, and work together in good faith to arrive at an equitable and mutually acceptable solution.
14. The City may terminate this agreement and be relieved of any consideration to the vendor should vendor fail to perform in the manner herein described. Furthermore, the City may terminate this agreement for any reason, without penalty, upon giving thirty (30) days written notice to the vendor. In the event of termination, the full extent of City liability shall be limited to payment for materials and/or services authorized by and received to the satisfaction of the City.
15. This agreement shall be governed by and interpreted according to the laws of the State of California, County of San Diego.